



February 12, 2024
230469

Ms. Carolyn Eyerman, Town Planner
Town of Gorham Municipal Offices
75 South Street, Suite 1
Gorham, ME 04038

Master Plan Application
The Residences at Gorham Country Club

Dear Carol:

On Behalf of Troiano Properties, LLC (Applicant) we are pleased to apply for Master Plan approval for The Residences at Gorham Country Club; a mixed-use multi-family residential and commercial development on McLellan Road, located in the South Gorham Crossroads (SGXR) District.

We appreciate the time the Staff has spent with us developing a plan to address challenges to the development of this area of Gorham related to the extension of public water and sewer.

Project Site

The project site is a portion of the parcel identified by the Town of Gorham as Tax Map 7, Lot 18 within the South Gorham Crossroads (SGXR) District. The site is a portion of the former Gorham Country Club with 1,950 feet of frontage on McLellan Road, west of Brackett Road. The rear of the property abuts land recently acquired by the Maine Turnpike Authority for the future Maine Turnpike spur extension.

The site occupies approximately 38.3 acres of rolling terrain generally flowing southwesterly across the site. Stormwater runoff from the majority of the site drains southwesterly to a culvert under McLellan Road, then to a tributary of the Stroudwater River. A man-made pond on the former golf course occupies a portion of the northwest area of the site.

Development Program

The Applicant is proposing a phased, mixed-use project comprised of multi-family residential units including townhouses and apartments, and commercial development.

The program is planned to achieve the purpose of the South Gorham Crossroads District (SGXR) which was created, in part *"To provide a mixed-use area of higher density residential development and a range of non-residential uses, including small locally focused retail and service, as well as compatible regionally focused business and services..."* With no residential density restrictions, the SGXR was created to allow for the orderly development of needed residential housing and mixed-use development.

The challenges to achieving high-density multi-family housing, particularly apartments, include the very high initial cost to provide the public water and sewer to support that development, coupled with certain provisions of the Growth Ordinance and septic system ordinance that make apartment development challenging.

The Applicant has evaluated the development potential of the property and the cost, over time, of the extension of public water and sewer. The building program and proposed phasing will allow for a successful development with certain findings by the Planning Board and City Council as discussed in the narrative below.

The development program is summarized as follows.

Phase	Program	Utility Considerations
Phase 1	59 Townhouse units <ul style="list-style-type: none"> • 3-, 4-, and 5-plex attached units • Associated access drives and parking (driveways and garages) 	<ul style="list-style-type: none"> • Public water extended to the site • Cluster septic system (Council Approval) • Stormwater management
Phase 2	10,000 SF Commercial Space <ul style="list-style-type: none"> • Uses undetermined • Master Plan Developed to allow for a gas station and commercial use with drive-through window (bank or restaurant) 	<ul style="list-style-type: none"> • Public sewer extended to the site • Connection to public water
Phase 3	90 Apartment Units <ul style="list-style-type: none"> • 15-unit buildings • Garage parking and surface parking 	<ul style="list-style-type: none"> • Connected to public water and sewer
Phase 4	15,000 SF Commercial Space <ul style="list-style-type: none"> • Uses undetermined • Master Plan Developed to allow commercial uses with drive-through windows (bank or restaurant) 	<ul style="list-style-type: none"> • Connected to public water and sewer
Phase 5	75 Apartment Units <ul style="list-style-type: none"> • 15-unit buildings • Associated parking 	<ul style="list-style-type: none"> • Connected to public water and sewer
Phase 6	60 Apartment Units <ul style="list-style-type: none"> • 15-unit buildings and parking • Clubhouse • Pool • Dog park amenity 	<ul style="list-style-type: none"> • Connected to public water and sewer • Phase 1 connection to public sewer, septic field abandoned or removed for the Phase 6 development

Master Plan Request and Determinations Needed for a Viable Project

The SGXR District envisions and allows for unlimited density and a wide range of potential uses. This vision cannot currently be achieved due to the lack of public water and sewer in the area and the limitations that certain current Town Ordinances present to higher-density multi-family developments, particularly apartments.

The Applicant is working through several processes to set the stage for a viable development that can be financed. The following items outline the challenges of the site and the Applicant's development approach necessary for a successful project.

1. Cluster Septic Systems

The Applicant is currently seeking a revision to the Septic Ordinance to allow for the installation of clustered septic systems for the proposed multi-family phase of the development. A draft revision has been sponsored by a member of the Town Council, with an initial hearing with the Ordinance Committee anticipated this spring. The proposed amendment would allow for advances in septic system technology to be employed at the site.

As currently written, the Septic Ordinance prohibits clustered septic systems and would require individual septic fields for each building. The space and setback requirements for such development are not practicable or economically viable.

The current ordinance's cluster system prohibition dates to 1988, with the last ordinance revision in December 1990. This ordinance is now 33+ years old. Significant advancements in sewer treatment technology have occurred over the past three decades. These advancements include technologies that incorporate advanced treatment methods such as aeration and anaerobic filtration, clarification, and disinfection. These advanced treatment methods provide proven enhanced and efficient means to treat domestic and commercial wastewater when public sewer is not available. Modern treatment systems reduce the biological load, nitrate/nitrogen, and are readily utilized for cluster systems. The purpose of this proposed ordinance revision is to recognize the advancements in technologies to promote effective and efficient treatment alternatives that do not preclude cluster systems.

A cluster septic system, with safeguards including the creation of an association responsible for the long-term maintenance and operation of the system, along with the provision of public water to the site as part of the first phase of development, is a viable development program.

Phase 1, as proposed, will initially operate on a cluster septic system. The Phase 1 collection system will be designed for connection to a public sewer when it is constructed. In the proposed plan, the public sewer will be extended to the site in Phase 2 and extended through the site in Phases 4-6. The septic system may remain in operation until Phase 6 of the project is developed, at which time the Phase 1 development will be connected to the public sewer and the septic system removed or abandoned.

2. Extension of Public Water

The Applicant is proposing to extend public water approximately 5,500 linear feet as part of Phase 1 of development and will not seek a waiver of the requirement to provide public water, despite its cost. The proposed extension will occur from the intersection of Shirley Lane and Brackett Road, on the premise that a recently approved project will construct water to this location.

This is a significant infrastructure investment. To absorb this cost, the Applicant must request that the Planning Board make a finding that the project as proposed, with the phasing outlined, qualifies as a Mixed-use Development and is exempt from the Growth Management Ordinance under Section 6.e.

3. Growth Management Ordinance, Finding as a Mixed-Use Development

The Growth Management Ordinance seeks to limit and control residential development in the Town. It is specifically geared toward limiting market-rate single-family residential development, the sort of development that has a greater impact on school populations when compared to apartments and other higher-density multi-family residential developments. The limitations in the Ordinance (limited to 10 growth permits per year for the project) are a reasonable approach for single-family residential development.

However, the Growth Ordinance is a significant impediment to multi-unit development, particularly apartments, which are a significant need in the community and the kind of development that the SGXR district envisions. To be financially viable and financeable, an apartment development must be able to construct and occupy more than 10 units per year. An apartment development must present a positive pro forma of development cost to return to be considered for construction financing by a lender. A significant factor in this pro forma is the ability to occupy all the constructed units upon completion. This is not possible under the current Growth Ordinance. Under the current Ordinance, the developer of an apartment of even 15 units cannot reasonably construct a portion of the building with 10 or fewer growth permits and then wait to obtain the growth permits for the remaining units in a future year(s). Such a scheme and uncertainty is difficult to plan, economically construct, and finance.

For the proposed project to be viable, the Applicant is requesting a finding that the project, with its proposed phasing, is a multi-use development, qualifying for an exemption under section 6.e of the Growth Management. This finding will allow Phase 1 of the project to be constructed over a 3- to 4-year period, rather than the 6+ years that might otherwise be required under the Growth Management Ordinance. In return, the Town will receive the benefit of the extension of public water over a mile along Bracket Road.

Without this exemption, the project is not viable. The Applicant must be able to build out Phase 1 expeditiously to recoup the cost of the water main extension (and future phase sewer extension). Extending the time of return under the Growth Management limits does not allow the project to move forward.

4. Extension of Public Sewer

The planned development program will include extending public sewer to the site as part of the Phase 2 project. The completion of the Phase 1 development (if exempt from the Growth Management Ordinance) will provide sufficient return on investment to make the extension of public sewer to the site viable.

Under Maine's subsurface wastewater rules, the septic capacity of the property is limited, and un-sewered developments cannot achieve the density allowed for and envisioned when the Town created the SGXR district. The Phase 1 project will use roughly two-thirds of the site's allowable septic capacity, such that Phase 2 could be developed on a septic system, for limited commercial uses, but those restrictions make the Phase 2 development unattractive for many potential commercial tenants and allowable uses. Without public sewer, no development beyond Phase 2 is viable.

Recognizing this condition, the Applicant plans to extend the public sewer to the site as part of the Phase 2 development. With the extension of the sewer, Phases 2-6 will be developed with public water and sewer. The Phase 1 development will be connected to the public sewer as the site develops, likely as part of the Phase 6 project.

Review Requests

The Applicant is seeking Master Plan approval as an initial and early step in the development process due to the significant challenges presented by the lack of public water and sewer at the project site, the requirements of the zone, and the Gorham Growth Management Ordinance.

When the project comes before the Planning Board, we are requesting approval of the master plan with a finding that the project qualifies for an exemption from the Growth Management Ordinance as a mixed-use development, pursuant to Section 6.e of the Growth Management Ordinance. Such a finding, if granted, will provide the project with standing as a preliminary plan and will determine if the project remains viable to move forward.

Thank you for your time and attention to this project and the time the Staff has spent with the Applicant to determine a path forward. As we have discussed, there is currently no application form for Master Plan submissions in the SGXR zone. We have enclosed the Town's current Sketch Plan application with typical attachments.

Please contact me if you have questions or require additional information to continue the review of the Master Plan.

Sincerely,

SEBAGO TECHNICS, INC.



Daniel L. Riley, PE
Senior Vice President, Engineering

DLR:js
Enc.

Table of Contents

Cover Letter/Narrative

Application Form

Agent Authorization Form

Attachments:

Section 1 Master Plan

Section 2 Right, Title, and Interest



**Community Development
Planning Division**

Thomas M. Poirier, *Director of Community Development*
tpoirier@gorham.me.us
 Carol Eyerman, *Town Planner*
ceyerman@gorham.me.us

GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

PRE-APP / SKETCH PLAN APPLICATION

SITE PLAN SUBDIVISION GRAVEL PIT ZONING PRIVATE WAY

FEE FOR PLAN REVIEW

\$300.00

Note: \$300 review fee will be credited towards subsequent application for the same proposed project

Amount Paid:
\$ _____

Date:

PROPERTY DESCRIPTION

Parcel ID

Map(s)

7

Lot(s)

18

Zoning District(s)

SGXR

Total Land Area (sq. ft.)

1,670,425

Physical Address/ Location

86 McLellan Road

PROPERTY OWNER'S INFORMATION

Name(s)

Gorham Country Club Inc.

Mailing Address

93 McLellan Rd
Gorham, ME 04038

Phone

(207) 839-5565

Email

infogorhamcc@maine.rr.com

APPLICANT'S INFORMATION IF DIFFERENT FROM OWNER

Name(s)

Nick Troiano

Name of Business

Troiano Properties, LLC

Phone

(207) 776-2139

Mailing Address

83 Baltimore Ave
South Portland, ME 04106

Email

troianopropertyservices@gmail.com

APPLICANT'S AGENT INFORMATION

Name

Daniel Riley

Name of Business

Sebago Technics, Inc.

Phone

(207) 200-2100

Mailing Address

75 John Roberts Rd, STE 1A
South Portland, ME 04106

Email

driley@sebagotechnics.com

PROJECT DESCRIPTION

Existing Land Use: Former Gorham Country Club

Provide a narrative description of the Proposed Project:

Master Plan for a proposed mixed use development in the Gorham Crossroads district

Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.)

MINIMUM SKETCH PLAN REQUIREMENTS

One (1) signed original, one (1) full size plan set (24x36), seven (7) reduced size plan sets (11x17), and one (1) electronic copy of the entire packet

The Sketch Plan document/map:

A) Paper size; no less than 11" X 17" or greater than 24" X 36"

B) Plan Scale

- Under 10 acres: no greater than 1" = 30'
- 10 + acres: 1" = 50'

C) Title block

- Applicant's name and address
- Name of preparer of plans with professional information
- Parcel's tax map identification (map and lot) in bottom right corner of map

APPLICANT'S CHECKLIST FOR SKETCH PLAN REQUIREMENTS

SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

The following checklists includes items generally required for development by the GORHAM LAND USE ORDINANCES and, due to project specifics, are required to provide a complete and accurate set of plans, reports and supporting documentation.

Existing:

- Current Deed, contract to purchase or lease, or other form of right, title or interest.
- Zoning district
- Topographic map (optional)
- Wetlands and floodplains
- Water bodies and water courses
- Parcel area
- Lot dimensions
- Utilities (Sewer/septic, water, electric, phone)
- Streets, driveways and rights-of-way
- Structures

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

Proposed: (Plans must show the lightened existing topography under the proposed plan for comparison.)

- Recreation areas and open space
- Number of lots and lot areas
- Setback lines and building envelopes
- Lot dimensions
- Utilities (Sewer/septic, water, electric, phone)
- Streets, driveways and rights-of-way
- Structures

Distance to:

- Nearest driveways and intersections
- Nearest fire hydrant
- Nearest significant water body

NOTE TO APPLICANT: PRIOR TO THE SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED THAT ENABLE THE PLANNING BOARD TO READILY LOCATE AND APPRAISE THE LAYOUT OF DEVELOPMENT.

TYPE OF DEVELOPMENT

- Development Transfer Overlay (Chapter 1)
- Small Dwelling Overlay (Chapter 1)
- Clustered Residential Development (Chapter 2)
- Planned Unit Development
- Agent Authorization Form (Completed and Signed)

ADDITIONAL COMMENTS:

The undersigned hereby makes application to the Town of Gorham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.



APPLICANT FOR AGENT'S SIGNATURE

Nick Troiano

PLEASE TYPE OR PRINT NAME

02/08/2027
DATE



AGENT AUTHORIZATION

PROPERTY DESCRIPTION	PHYSICAL ADDRESS/ LOCATION	75 John Roberts Road South Portland, ME 04106	MAP(S)	7
			LOT(S)	18
APPLICANT(S) INFORMATION	NAME(S)	Nick Troiano, Troiano Properties, LLC	MAILING ADDRESS	83 Baltimore Ave South Portland, ME 04106
	PHONE	(207) 776-2139		
	EMAIL	troianopropertyservices@gmail.com		
OWNER(S) INFORMATION	NAME(S)	Gorham Country Club Inc.	MAILING ADDRESS	93 McLellan Rd Gorham, ME 04038
	PHONE	(207) 839-5565		
	EMAIL	Gorham Country Club Inc.		
APPLICANT'S AGENT INFORMATION	NAME	Daniel Riley	BUSINESS NAME	Sebago Technics, Inc.
	PHONE	207-200-2100	MAILING ADDRESS	75 John Roberts Rd, STE 1A South Portland, ME 04106
	EMAIL	driley@sebagotechnics.com		

Said agent(s) may represent me/us before Gorham Town officers and the Gorham Planning Board to expedite and complete the approval of the proposed development for this parcel.


 APPLICANT SIGNATURE

DATE 02/08/2024

Nick Troiano
 PLEASE TYPE OR PRINT NAME HERE

CO-APPLICANT SIGNATURE (if applicable)

DATE

PLEASE TYPE OR PRINT NAME HERE


 APPLICANT'S AGENT SIGNATURE

DATE 02/14/2024

Daniel Riley
 PLEASE TYPE OR PRINT NAME HERE



Attachment 1

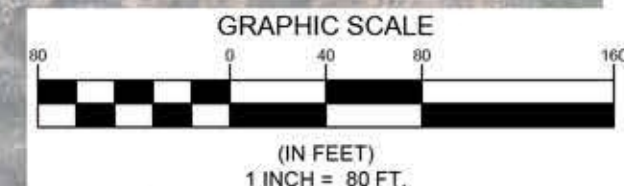
Master Plan



Lot Area:
38.3 Acres

PARKING COUNT TABLE

	NUMBER OF UNITS / AREA	REQUIRED PARKING	TOTAL PARKING REQUIRED	PROPOSED PARKING
PHASE ONE				
TOWNHOUSE (3 BEDROOM)	59	2 PER UNIT	118	118
PHASE TWO				
COMMERCIAL (SF)	10,000	1 PER 250 SF	40	38
PHASE THREE				
1-BR APARTMENT	42	1 PER UNIT	42	
2-BR APARTMENT	48	1.5 PER UNIT	72	
3-BR APARTMENT	0	2 PER UNIT	0	
	90	TOTAL	114	137
PHASE FOUR				
COMMERCIAL (SF)	15,000	1 PER 250 SF	60	64
PHASE FIVE				
1-BR APARTMENT	35	1 PER UNIT	35	
2-BR APARTMENT	40	1.5 PER UNIT	60	
3-BR APARTMENT	0	2 PER UNIT	0	
	75	TOTAL	95	98
PHASE SIX				
1-BR APARTMENT	28	1 PER UNIT	28	
2-BR APARTMENT	32	1.5 PER UNIT	48	
3-BR APARTMENT	0	2 PER UNIT	0	
	60	TOTAL	76	
CLUBHOUSE/POOL	3,600	1 PER 250 SF	14	
	3,720	TOTAL	90	96
		GRAND TOTAL	517	551



PROGRESS PRINT

NOT FOR CONSTRUCTION

REV.	BY	DATE	STATUS
A	DLR	02/12/2024	

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK, AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO TECHNICS
 SEBAGOTECHNICS.COM
 75 John Roberts Rd. Suite 4A
 South Portland, ME 04106
 207-266-2100
 South Portland, Bridgton, Sanford and Bath

MASTERPLAN OF RESIDENCES AT GORHAM COUNTY CLUB
 93 McCLELLAN RD
 GORHAM, ME 04038
 TROIANO PROPERTIES, LLC.
 60 BALTIMORE AVE.
 SOUTH PORTLAND, ME 04106

DESIGNED	CGM
DRAWN	DAB
CHECKED	DLR
DATE	02/12/2024
SCALE	1" = 80'
PROJECT	230469

SHEET SK-1

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Attachment 2
Right, Title, and Interest

1963

23

Know All Men by These Presents.

That we, HENRY B. SEVERANCE and ROSA F. SEVERANCE, both of Gorham in the County of Cumberland and State of Maine,

in consideration of One Dollar (\$1.00) and other valuable consideration

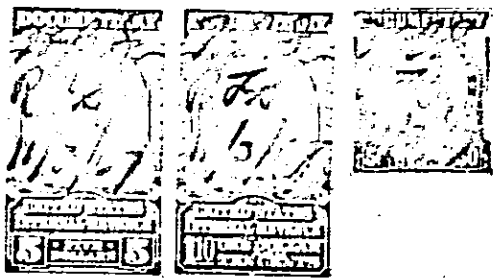
paid by GORHAM COUNTRY CLUB INC.

the receipt whereof we do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said GORHAM COUNTRY CLUB INC., its successors

heirs and assigns forever, a certain lot or parcel of land, with the buildings thereon, situated on the northwesterly side of McLellan Road in said Gorham, bounded and described as follows:

Beginning on said northwesterly side of said McLellan Road at the most southerly corner of land conveyed by these Grantors and James R. McDonald et al to this Grantee by deed dated July 27, 1963, and recorded in the Cumberland County Registry of Deeds in Book 2765, Page 35; thence northwesterly by land of said Gorham Country Club Inc. two hundred ten (210) feet to an iron pipe driven into the ground; thence westerly by land of said Gorham Country Club Inc. two hundred ninety-five (295) feet, more or less, to another iron pipe driven into the ground; thence southeasterly by other land of these Grantors two hundred forty-eight (248) feet, more or less, to another iron pipe driven into the ground on the northwesterly side of said McLellan Road; thence northeasterly by said McLellan Road two hundred ninety-five (295) feet, more or less, to the point of beginning.

Being a portion of the premises conveyed to the Grantors herein by Beatrice I. Hamilton by deed dated August 28, 1957 and recorded in said Registry of Deeds in Book 2370, Page 146.



to have and to hold the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said GORHAM COUNTRY CLUB INC., its successors

hereby and assigns, to its and their use and behoof forever.

And we do covenant with the said Grantee, its successors and assigns, that we are lawfully seized in fee of the premises, that they are free of all incumbrances;


that we have good right to sell and convey the same to the said Grantee to hold as aforesaid; and that we and our heirs shall and will warrant and defend the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

In Witness Whereof, we the said HENRY B. SEVERANCE and ROSA F. SEVERANCE, being husband and wife, each

wife ~~of the said~~

joining in this deed as Grantor, and relinquishing and conveying all right by descent and all other rights in the above described premises, have hereunto set our hands and seals this third day of November in the year of our Lord one thousand nine hundred and sixty-seven.

Signed, Sealed and Delivered in presence of
Ralph E. Hewed
to Both

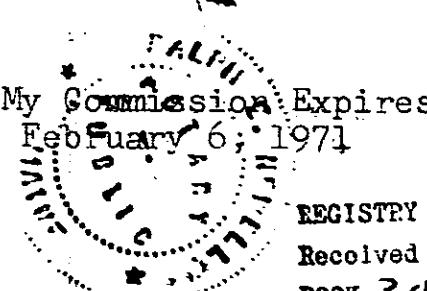
Rosa F. Severance 

State of Maine. CUMBERLAND ss. November 3, 1967.

Personally appeared the above named Henry B. Severance and Rosa F. Severance

and acknowledged the foregoing instrument to be their free act and deed.

Before me, Ralph E. Hewed
Justice of the Peace and Notary Public

My Commission Expires February 6, 1971


NOV 10 1967
REGISTRY OF DEEDS, CUMBERLAND COUNTY, MAINE
Received at 12:30 P.M. and recorded in
BOOK 3019 PAGE 423 Edward R. Taylor Registrar

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

TO BE RECEIVED UPON ACCEPTANCE OF THIS OFFER BY THE SELLER from **Nick Troiano, or his assigns**, (hereinafter called "Purchaser"), the sum of Ten Thousand Dollars (\$10,000) as earnest money deposit toward the purchase and sale of certain real estate to be acquired from **Gorham Country Club, Inc.** (hereinafter called "Seller) and located in Cumberland County at 93 McLellan Road, Gorham, Maine, consisting of a 38.348 +/- acre parcel of land. The property is depicted as a portion of land on a survey plan by BH2M entitled "Overall Plan, Land of Gorham Country Club, McLellan Road, Gorham, Maine". The parcel is a portion of the property described in the Cumberland County Registry of Deeds in Book 2752, Page 89 and also depicted on the Town of Gorham Tax Assessor's Map 7, Lot 18 (the "Property").

1. PERSONAL PROPERTY: None.

2. PURCHASE PRICE: The total Purchase Price is One Million One Hundred Fifty Thousand Dollars (\$1,150,000.00). [REDACTED]

Earnest money deposit: [REDACTED] \$10,000
Cash, in immediately available funds: [REDACTED]

3. EARNEST MONEY/ACCEPTANCE: The Dunham Group ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing.

4. TITLE: Within forty-five (45) days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens, encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within twenty-one (21) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than forty-five (45) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property **on or before September 15, 2023**, unless an earlier date is mutually agreed upon by the parties (the

“Closing Date”), to Purchaser by Maine Statutory Short-Form Quit Claim Deed with Covenant (the “Deed”), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser’s obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) any Permitted Encumbrance.

6. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date unless otherwise agreed by both parties in writing.
7. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit or close this transaction and accept the property in its as-is condition together with an assignment of the Seller’s right to any insurance proceeds relating thereto.
8. PRORATIONS: The following items shall be prorated as of the Closing Date:
 - a. Real Estate Taxes based on the municipality’s current tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
9. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Neither Seller nor the Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller’s real or personal property. Purchaser’s obligation to close under this Contract is conditioned upon Purchaser’s satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soil studies, zoning compliance or feasibility, and code compliance, all within sixty (60) days of Effective Date.

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above and the earnest money shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser’s investigation(s) is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigation(s) mentioned above, Purchaser is relying completely upon Purchaser’s own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser’s investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys’ fees incurred or suffered by Seller as a result of Purchaser’s investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

10. FINANCING: Notwithstanding anything to the contrary contained in this Contract, Purchaser’s obligation to close hereunder is conditioned upon Purchaser’s obtaining within sixty (60) days from the Effective Date of this Contract (the “Commitment Date”) a written commitment (the “Commitment”) from a lender for a mortgage loan of not less than sixty percent (60%) of the

purchase price at an initial interest rate not to exceed seven and one-half percent (7.5%) per annum, amortized over a period of not less than twenty (20) years and otherwise on terms reasonably acceptable to Purchaser. In the event the Purchaser is unable to obtain the Commitment and Purchaser notifies Seller thereof by the Commitment Date, then Escrow Agent shall immediately return the earnest money to Purchaser, this Contract shall terminate, and neither party shall be under any further obligation under this Contract. It shall be a further condition of Purchaser's obligation to close hereunder that the Commitment shall not lapse, be terminated and/or withdrawn prior to the Closing Date for any reason whatsoever, including but not limited to the property failing to appraise at or above the Purchase Price, or any such other level acceptable to Purchaser and Purchaser's lender sufficient to support the Commitment. In the event the Commitment shall lapse, be terminated and/or withdrawn by Purchaser's lender for any reason (other than at the request of Purchaser) at any time prior to the Closing Date, Purchaser shall, within three (3) days of Purchaser's receipt of notice of lapse, termination and/or withdrawal, notify Seller of same, and upon such notification Purchaser may, at Purchaser's option, elect to terminate this Contract and thereafter the earnest money immediately shall be returned to Purchaser and neither party shall have any further obligation under this Contract. If Purchaser does not timely notify Seller that it has failed to obtain the Commitment or that the Commitment has lapsed, terminated and/or been withdrawn, then Purchaser shall be in default of this Contract at the election of Seller. This contingency benefits Purchaser only, and only Purchaser may waive it by providing written notice to Seller specifically waiving this condition and contingency or any part thereof.

11. SELLER'S WARRANTIES: Seller hereby represents and warrants that, to Seller's knowledge, as of the date of this Contract, and on the date of Closing the following are true and correct:
- a. Seller is not the subject of any threatened or pending bankruptcy proceeding, or any insolvency, receivership, trusteeship or similar proceeding or arrangement.
 - b. There are no pending or threatened actions or proceedings regarding the ownership, use, or occupancy of the property, and Seller has not received any written notice asserting that the property, or the ownership, use, or occupancy thereof are in violation of any applicable legal requirement.
 - c. No underground storage tank or facility exists on the property.

It shall be a condition of Purchaser's obligation to close under this Agreement that all warranties and representations made by Seller hereunder are true, both as of the date hereof and as of the Closing.

12. AGENCY DISCLOSURE: Purchaser and Seller acknowledge that Thomas B. Dunham of The Dunham Group is representing the Seller in this transaction and the payment of the brokerage commission shall be the Seller's responsibility.
13. DEFAULT: If the sale of the property as contemplated hereunder is not consummated because of Purchaser's default, with Seller having fully performed its obligations hereunder, Seller shall be entitled to terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach. Damages are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties

within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.

14. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
15. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
16. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
17. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
18. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators, and other involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
19. **1031 LIKE-KIND EXCHANGE:** In the event that either the Seller or Purchaser are involved in an IRS 1031 Like-Kind tax deferred exchange or similar tax related transaction, all parties agree to cooperate provided that (i) there are no additional costs, obligations, or fundamental changes within the guidelines of this Contract, (ii) the documents are in form and substance reasonably satisfactory to the party not requesting the exchange, (iii) the Closing Date is not postponed, and (iv) the party requesting the exchange reimburses the other party, at the closing, for all out-of-pocket costs and expenses incurred by such other party in connection with its cooperation.
20. **A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.**

21. OTHER CONDITIONS: None.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall survive closing.

Nick Troiano, or his assigns

Legal Name of Purchaser

06/14/2023

Date

By: 
Signature

Seller accepts Purchaser's offer and agrees to deliver the property at the price and upon the terms and conditions set forth above and agrees to pay The Dunham Group a brokerage commission of eight percent (8%) of the purchase price.

Signed this 14 day of June 2023.

Gorham Country Club, Inc.

Legal Name of Seller

By: 
Signature


Its: President

THE DUNHAM GROUP

Legal Name of Escrow Agent

THOMAS B. DUNHAM/PARTNER

Name/Title, thereunto duly authorized

By: 
Signature

EFFECTIVE DATE OF CONTRACT: June 14, 2023.

2ND ADDENDUM TO CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

BETWEEN

NICK TROIANO, OR HIS ASSIGNS

AND

GORHAM COUNTRY CLUB, INC.

DATED JUNE 14, 2023

Pursuant to Paragraph 5 [DEED], the time frame for closing the sale on the property (Lot 6) shall be extended to on or before April 30, 2024; and

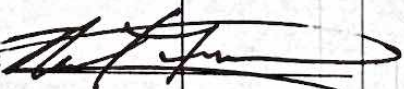
Pursuant to Paragraph 9 [DUE DILIGENCE], the time frame for getting the zoning updated by the Town of Gorham shall be extended to April 30, 2024.

As consideration for this extension, the \$10,000 earnest money deposit for the contract to purchase Lot 6 shall become nonrefundable to Purchaser.

All other terms and conditions of the Contract shall remain in force and effect.

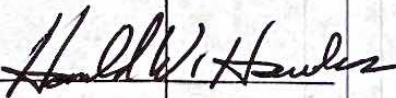
This Addendum may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies, with the same binding effect as if all of the signatures were on one instrument. Electronically transmitted or facsimile copies of this document and any signatures thereon shall be considered as originals.

NICK TROIANO, OR HIS ASSIGNS

By:  Date: 11/28/2023

Name: Nick Troiano

GORHAM COUNTRY CLUB, INC.

By:  Date: 11/30/23

Name: HAROLD W. HAWKES Title: PRESIDENT